



DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

1001 I STREET, MS 19-A, SACRAMENTO, CALIFORNIA 95814 • (916) 322-4027 • WWW.CALRECYCLE.CA.GOV

January 18, 2012

To: All Prospective Contractors

RE: "Engineering & Construction Management Services for Civil Engineering Applications Using Tire Derived Aggregate (TDA) Contract, DRR11037"

Addendum No. 1 To the Request for Qualifications (RFQ) DRR11037

1. Attached is a list of all businesses who have expressed an interest in the contract to date (Attachment 1).
2. The following questions were submitted in response to the RFQ and answers to each follow the question.

Q1. To the best of your knowledge, can you please describe the geographic extent of the scope of services? For example, the training referenced in the RFQ, would that occur at various locations in California or only in Sacramento?

A1. The scope of services on TDA Projects and training provided to TDA grantees will need to be provided in various locations around the state.

Q2. Can CalRecycle change the clause in the following section (Section VII, Payment Provision) on page 17 of the Request for Qualifications? (**red text** is suggested to be added and ~~strike out~~ text is suggested to be removed)

Payment: *The Contractor receiving award of this agreement will be reimbursed in arrears for services satisfactorily rendered and approved by CalRecycle's Contract Manager, ~~as promptly as fiscal procedures will permit~~ **within thirty (30) days** upon receipt by CalRecycle's Contract Manager of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Work Order.*

A2. No. CalRecycle adheres to the Prompt Payment Act which allows CalRecycle 45 days upon receipt of itemized invoices to pay contractors.

Q3. Can CalRecycle change the clause in the following section (Section VII, Insurance Provision) on page 20 of the Request for Qualifications? (**red text** is suggested to be added and ~~strike out~~ text is suggested to be removed)



Insurance: Contractor shall maintain the following insurance policies throughout the life of the resulting Agreement:

1. General Liability and Umbrella Insurance, with the following limits:

- a. \$1,000,000 for each occurrence
- b. \$2,000,000 general aggregate
- c. ~~\$5,000,000~~ **\$2,000,000** umbrella or excess liability

A3. We cannot accommodate this request.

Q4. Can CalRecycle change the clause in the following sections of the Draft General Terms and Conditions entitled Indemnification? (**red text** is suggested to be added and ~~strike-out~~ text is suggested to be removed)

Indemnification: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement: **to the extent caused by the negligence, recklessness or willful misconduct of Contractor, its employees or subcontractors.**

A4. We cannot accommodate this request.

Q5. Can CalRecycle change the clause in the following sections of the Draft Exhibit D, Special Terms and Conditions, entitled Insurance, if the consultant is self-insured up to the limit? (**red text** is suggested to be added and ~~strike-out~~ text is suggested to be removed)

INSURANCE: When required, the Contractor must provide: 1) a Certificate of Insurance insuring CalRecycle, and/or 2) verification of Worker's Compensation insurance. The Contractor must provide said Certificate of Insurance and/or verification to CalRecycle within ten (10) days after notification of CalRecycle's intent to award the Agreement. The Agreement will not be executed nor can work begin unless said Certificate of Insurance and/or verification is provided to CalRecycle.

The Certificate of Insurance must be in effect and shall include the following terms and conditions:

- A. CalRecycle, its officers, agents, employees, and servants shall be included as additional insured.
- B. The dates of inception and expiration of coverage shall be specified.

C. A minimum liability coverage of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined shall be specified. ~~The coverage shall not include a deductible feature.~~

D. The insurer will not cancel the insured's coverage without thirty days prior written notice to CalRecycle.

E. CalRecycle is not liable for the payment of premiums or assessments on said policy.

F. The insurance coverage shall be on an occurrence basis only.

In the event the Certificate of Insurance should expire or be cancelled during the term of this Agreement, the Contractor agrees to provide, at least thirty days prior to said expiration or cancellation, a new Certificate of Insurance evidencing coverage, as provided for herein, for not less than one (1) year or for the remainder of the contractual agreement, whichever is greater. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, CalRecycle may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

A5. We cannot accommodate this request.

Q6. Can CalRecycle change the clause in the following sections of the Draft Exhibit D, Special Terms and Conditions, entitled Insurance if the professional liability is on a claims made basis?

F. The insurance coverage shall be on an occurrence basis only.

A6. We cannot accommodate this request.

Q7. Can CalRecycle remove the Liquidated Damages Clause of the Draft Exhibit D, Special Terms and Conditions, as it applies to contractors and not to professional services contracts?

A7. We cannot accommodate this request.

All other terms, conditions, and requirements of this RFQ will remain the same.

If you have any questions relating to this RFQ process, please contact me by e-mail at contracts@calrecycle.ca.gov.

Sincerely,

{Original Signed By}

Shelly Lewis
Contract Analyst
Administrative Services Branch

Attachments

ATTACHMENT 1
Interested Parties Listing For RFQ DRR11037
as of 1/18/12

CalRecycle has not confirmed the certification status of firms who have identified themselves as CA Certified Small Business (SB) or Disabled Veterans Business Enterprise (DVBE)

Contact Name	E-Mail	Company	Address	City	State	Zip	SB	DVBE
Stephanie Mearse	stephaniem@excelchem.net	Excelchem Environmental Laboratory	1135 W. Sunset Blvd. Ste. A	Rocklin	CA	95765	X	X
Fred Castano	ca2@imsinfo.com	IMS	945 Hornblend Street, Ste. G	San Diego	CA	92109		
Luis F. Vesga	vesgaluis@edificausa.com	Edifica USA LLC	16675 Slate Dr. Unit 1411	Chino Hills	CA	91709	X	
Carol Aubrey	carola@quincyeng.com	Quincy Engineering, Inc.	3247 Ramos Circle	Sacramento	CA	95827	X	
JR	jrminor@andersenenviro.com	Andersen Environmental	9937 Jefferson Blvd. Ste. 200	Culver City	CA	90232	X	
Kenyo Walker	kwalker@baincorp.com	BA Inc.	800 W. 6th Street	Los Angeles	CA	90017	X	
Phillip Gregory	pgregory@caleng.com	Cal Engineering & Geology, Inc.	1870 Olympic Blvd. Ste. 100	Walnut Creek	CA	94596	X	
Bob Healy	bob.healy@urs.com	URS Corp.	100 West San Fernando St. Ste.200	San Jose	CA	95113		
Michael J Carr	mcarr@extantacoustical.com	Extant Acoustical Consulting, LLC	4804 Granite Dr. Ste. F3-234	Rocklin	CA	95677	X	
Royce Parker	royce.parker@psiusa.com	Professional Service Industries, Inc. (PSI)	6330 Gateway Drive, Ste. B	Cypress	CA	90630		
Paul Mitchell	pmitchell@bas.com	Tetra Tech BAS	1360 Valley Vista Drive	Diamond Bar	CA	91765		
JoAnn Moffett	joann@cecwest.com	Cunningham Engineering	2940 Spafford Street	Davis	CA	95618	X	
Peter Yavari	peter@roshanian.com	Roshanian and Associates, Inc.	6404 Wilshire Blvd. Ste. 610	Los Angeles	CA	90048	X	
David Sullivan	dsullivan@handk.net	Holdrege and Kull	8 Seville Court	Chico	CA	95928	X	
Dan Hoskin	dhoskin@hla-cs.com	HLA Construction Services	2756 N. Crowe Court	Visalia	CA	93291		
Mark Patton	mpatton@wei-mecca.com	Western Environmental	62150 Gene Welmas Dr.	Mecca	CA	92254		

